

# Exhibit B2

MONITORING PARTICIPANT RESPONSIBILITY AGREEMENT

Participant: MICHAEL ARQUERO - Date: 1/6/2018  
 Address: 2943 N FAIRFIELD CHICAGO Phone: (773) 865-0870

Equipment: Replacement Cost:  
 Type: RF Transmitter (TXS TXL) Serial Number: 22569 \$ 400.00  
 Type: RF (OM) Landline Serial Number: \_\_\_\_\_ \$ 900.00  
 Type: RF (OM) Cellular Serial Number: 18692 \$1,600.00

This Agreement is made on that date set forth above by and between 3M<sup>TM</sup> Electronic Monitoring, Inc., a Delaware corporation (the "Company"), and the Participant. The parties agree as follows:

Use of Equipment. The Company grants the Participant the right to use the Equipment solely in compliance with the obligations, restrictions and duties set forth herein and for no other purpose. Participant shall use the Equipment in compliance with all laws, rules and regulations of every governmental authority having jurisdiction over the Participant, including, but not limited to the program policies of Cook County Corrections, which are incorporated herein by reference. The Participant shall not tamper with the Equipment or allow any third party other than the County, the Company or its designee to repair the Equipment. MA (initials)

Access. The Participant shall provide the representatives and designees of the Company access to the Equipment at any time to inspect or repair the Equipment or to otherwise ensure compliance with the conditions of this Agreement, including at the Participant's residence, place of employment or place of education. The Participant acknowledges that the repair, inspection and retrieval of the Equipment may be undertaken by subcontractors or designees of the Company, who shall be afforded the same access and cooperation required to be provided by the Participant to the Company. MA (initials)

Return of Equipment. Upon discharge from the monitoring program and notice from Cook County Sheriff's Office, the Participant shall promptly return the Equipment between the hours of 9:00 A.M. and 4:00 P.M. on Monday through Friday, with the exception of Holidays, at 2538 S. California Avenue, Chicago, Illinois 60608. Contact Phone number is 773-696-9448. If the Equipment is returned in good condition no later than 7 days after the date of discharge or notice from the Company, the Company will provide the person returning the equipment with a \$5 McDonald's gift card at no charge. Returned Equipment will include: home monitoring receiving unit DCU Landline or cellular DCU with handset, external monitoring transmitter, power cord, phone cord. If the Equipment is not returned to the address above within such 7 day period, the Company shall attempt to retrieve the Equipment and the Participant agrees to fully cooperate with such retrieval efforts. If the Equipment is not retrieved by the Company within 14 days of discharge from the program, the Participant acknowledges that the Company may treat the Equipment as stolen property and pursue all legal remedies, both criminal and civil, and otherwise pursue the Participant for the value of the Equipment pursuant to the "Remedies" section below. The Participant understands that Equipment components may be changed out while on the monitoring program. MA (initials)

Equipment Condition. The Participant shall bear the entire risk of the Equipment being lost, damaged, destroyed or rendered permanently unfit or unavailable for use after its delivery to the Participant hereunder and until the Company takes possession of the Equipment, regardless of the nature cause of the damage or loss and whether or not caused by the Participant. The Equipment shall be returned to the Company in the same condition as it was provided to the Participant and with all components. MA (initials)

Remedies. The Participant shall promptly reimburse the Company for any damaged, lost or destroyed Equipment and for any Equipment not returned as provided herein. With respect to Equipment that can be repaired, the Participant shall pay for all costs of repair or replacement of components. With respect to any lost unreturned Equipment or damaged Equipment that cannot be repaired, the Participant shall pay the replacement cost of the applicable Equipment. In addition to the foregoing, the Participant shall pay the Company for all costs (including attorneys' fees), expenses, claims or liabilities resulting from or associated with (1) searching for or locating such items of Equipment, (2) collecting any amounts due hereunder or (3) the Participant's breach of or noncompliance with any term or condition of this Agreement. The Company further reserves the right to pursue criminal charges for theft or destruction of the Equipment. MA (initials)

Witness Signature

Participant Signature



# COOK COUNTY SHERIFF'S OFFICE PARTICIPANT CONTRACT

Ct. / Branch: CCB

Date: 1/23/2018

Time: 0930 AM

PARTICIPANT: ARQUERO MICHAEL JAIL # 20160913003

You have been court ordered to participate in the Cook County Sheriff's Electronic Monitoring Program in lieu of being detained in the Cook County Department of Corrections, and do hereby agree to abide by the conditions of the Monitoring Program. By affixing your initials to each program condition and your signature at the end of this contract, you do hereby agree to the fact that you fully understand this contract and agree to the conditions set forth herein.

- You agree to remain within the interior premises of your residence twenty-four hours per day unless Sheriff's Office Personnel have granted prior approval of an absence. MA (initials)
- You agree to admit representatives of this program into your residence twenty-four hours per day to ensure compliance with the conditions of this program. MA (initials)
- You agree to make necessary arrangements to allow for representatives of this program to visit your place of employment and or place of education for the purposes of verifying your compliance with the conditions of this program. MA (initials)
- You agree to maintain a working telephone in your residence, a monitoring device in your residence, and on your person, or a monitoring device in your residence and on your person in the absence of a telephone. MA (initials)
- You agree to obtain approval from the Sheriff's Office prior to changing your address or scheduling movement outside of your residence. MA (initials)
- You agree not to commit another crime while on Electronic Monitoring. MA (initials)
- You agree to return all of the monitoring equipment issued to you upon being notified of your discharge from the program. Failure to return the equipment may subject you to arrest for felony theft and/or criminal damage to property and/or you will reimburse the contractor for the cost of the missing or damaged equipment. MA (initials)
- You understand that violation of the program conditions may result in a warrant being issued for your arrest for the crime of escape under 730 ILCS 5/5-8A-4.1. MA (initials)
- You agree to pay a daily participation fee if ordered by the court to do so under 725 ILCS 5/110-10(b)(14.2 and 14.3). MA (initials)
- You agree to pay the fee in full to the Clerk of the Circuit Court prior to the disposition of your case or completing your sentence. MA (initials)
- You agree that when movement is approved to go to a specific location you shall only go to and from that location. Any stops at any location outside of your approved movement is a program violation. MA (initials)

Your signature below indicates the following:

- That you have read and agree to the above conditions. MA (initials)
- That you have received a home monitoring receiving unit (HMRU) or cellular HMRU, external monitoring transmitter (XMT), power cord, phone cord, and that the equipment issued is in good condition with no visible damage. MA (initials)
- That you have received a detailed copy of the rules and regulations of Electronic Monitoring and agree to follow and abide by them. MA (initials)
- That you understand that failure to comply with the rules and regulations may result in your reincarceration into the Cook County Department of Corrections. MA (initials)
- That you have viewed the Electronic Monitoring new release participant video. MA (initials)

That you have received instructions on how to use the cellular unit. (If applicable) MA (initials)

Participant's Signature [Signature] Date: 1/6/2018

## ELECTRONIC MONITORING PERSONNEL ONLY

The signature below indicates that I have witnessed the signature of the participant named above, and that I personally attest that all equipment issued is working properly and in good condition with no damage to the cases or cords.

Original Equipment Issued: HMRU or GSM-HMRU #: 18692 XMT #: 22569

Investigator Signature and Star #: [Signature] 6138 Date: 1/6/2018

Original participant file

Copy to participant

E.M.U. 704E (10-16)